

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO.
v.)	00-5076-CV-SW-GAF
)	
LIBERAL R-II SCHOOL DISTRICT,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter referred to as “the Agreement”) is made by and between the Equal Employment Opportunity Commission (hereinafter “the Commission”), George Trout (hereinafter “Mr. Trout”), and the Liberal R-II School District (hereinafter “the District”).

WHEREAS, the Commission has instituted this action alleging that the District terminated George Trout because of his age in violation of the Age Discrimination in Employment Act of 1972 (ADEA), 29 U.S.C. § 621 et seq.; and

WHEREAS, the District has denied and continues to deny the allegations contained within the action and the District has denied and continues to deny any and all liability; and

WHEREAS, the parties wish to settle, compromise and resolve all of the claims in the action without the expense, delay and burden of further litigation;

THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the Commission, Mr. Trout, and the District do hereby agree to this Agreement and the terms set forth below.

General Provisions

1. This Agreement is intended to and does resolve all matters in controversy in this lawsuit among the parties, and constitutes the full, complete and entire Agreement of the parties. There are no representations, promises or agreements, whether express or implied, that are not set forth in this Agreement. All executed copies, whether signed in counterparts or otherwise, or duplicate originals, are equally admissible in evidence.
2. This Agreement and any action taken hereunder shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by the District or its Board of Education of any violation of the ADEA or any executive order, law, rule or regulation dealing with or in connection with age discrimination in employment.
3. By entering into this Agreement the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than the charge that created the procedural foundation for the complaint in this case.
4. This Decree shall be binding upon the parties hereto, their successors and assigns. Mr. Trout, and his successors, assigns, agents, beneficiaries, heirs and descendants, release and forever discharge the District, together with its respective members, directors, officers, agents, and employees, in both their official and individual capacities, and the Board of Education from any and all claims that Mr. Trout may have under the ADEA.
5. By signing this Agreement, Mr. Trout acknowledges that he received this document on October 30, 2003, and that he is legally entitled, but not obligated, to consider this Agreement for twenty-one (21) days before signing it. Mr. Trout's signature on this Agreement constitutes an affirmative representation that he has fully considered this Agreement and waives any further time for consideration.

6. By signing this Agreement, Mr. Trout acknowledges that he may cancel this Agreement within seven (7) days after signing it. This Agreement shall be final and binding upon Mr. Trout unless revoked by him within seven (7) days after he signs it.
7. This Agreement shall be governed by and interpreted by the law of the State of Missouri to the extent not preempted by federal law.

Obligations

8. **Promise Not to Retaliate.** The District will not discriminate or retaliate against any person because he has opposed any practices alleged in this action as unlawful under the ADEA, has participated in an investigation conducted under the ADEA with respect to this complaint, or because he has participated in this lawsuit or has benefited in any way as a result of this Agreement.
9. **Promise Not to Discriminate.** The District does not and will not discriminate on the basis of age in the hiring, firing, work assignment, pay, evaluation, promotion or any other term or condition of employment of Bus Drivers.
10. **Monetary Payment.** Within twenty (20) days after this fully executed Agreement is filed with the Court, the District will forward to George Trout, 301 N. Highway NN, Liberal, MO 64762, a check made payable to him in the gross amount of Thirty Thousand Dollars (\$30,000) as damages, in a lump sum, without deductions, and an IRS Form 1099 for miscellaneous income. Trout agrees that he shall be solely responsible for paying any taxes assessed against him by reason of this payment and agrees to hold the District harmless for any such tax liability imposed.
11. **Policy Prohibiting Discrimination.** Within sixty (60) days after this fully executed Agreement is filed with the Court, the District will adopt and implement a revised

comprehensive policy prohibiting discrimination on any unlawful basis in any term or condition of employment and shall provide all district employees with a written copy of this policy.

12. **Bus Driver Evaluations.** Within sixty (60) days after this fully executed Agreement is filed with the Court, the District will adopt and implement a written policy setting forth the procedures to be followed and the factors to be considered in evaluating bus driver job performance. This policy will specifically require regularly scheduled written job performance evaluations for bus drivers.
13. **Posting.** The District will post and cause to remain posted the notices required to be displayed in the workplace by Commission Regulation 29 C.F.R. § 1601.30 in all teachers' lounges, the bus barn, the kitchen area, and the library.
14. **Training.** Within thirty (30) days after this fully executed Agreement is filed with the Court, the District agrees to schedule comprehensive equal employment opportunity training for the members of the Board of Education and the Superintendent. At a minimum, this training will cover the various bases for unlawful employment discrimination and an explanation of the various types of unlawful discrimination that can occur in employment. The training shall take place no later than January 30, 2004, and may be attended by a representative of the Commission. If a Commission representative does not attend, the District will send a written notice to the Commission's Regional Attorney in its St. Louis District Office stating the length of the training, describing the topics covered, and identifying those who attended the training.
15. **Reporting Monetary Payment.** Within thirty (30) days after this fully executed Agreement is filed with the Court, the District will forward to the Commission's

Regional Attorney in its St. Louis District Office a copy of the check forwarded to George Trout as described in paragraph 10 above.

16. **Other Reporting.** Within seventy-five (75) days after this fully executed Agreement is filed with the Court, the District will forward to the Commission's Regional Attorney in its St. Louis District Office a letter signed by or on behalf of its Board stating that it has complied with the requirements of paragraphs 11, 12, 13, and 14 above, describing the manner and dates on which such compliance was effected and including a copy of the policies required by paragraphs 11 and 12 and stating the scheduled date for the training described in paragraph 14.
17. **Stipulation of Dismissal.** The Commission shall file a Stipulation of Dismissal with Prejudice in the Action, in the form attached hereto as Exhibit 1, with each party to bear its own costs and attorneys fees. Such Stipulation shall be filed within five (5) business days after the Commission receives the report described in paragraph 16 above.

BY AGREEMENT:

FOR DEFENDANT:

/s/ Larry Fast
PRESIDENT,
LIBERAL R-II SCHOOL DISTRICT
BOARD OF EDUCATION

FOR PLAINTIFF:

ERIC S. DREIBAND
General Counsel

/s/ Robert G. Johnson

/s/ Wendy Rose
SECRETARY,
LIBERAL R-II SCHOOL DISTRICT
BOARD OF EDUCATION

TUETH, KEENEY, COOPER, MOHAN
& JACKSTADT, P.C.

By: /s/ Margaret A. Hesse
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Attorneys for Defendant Liberal R-II School
District

DATE: 10/17/03

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913-551-6957 (fax)
andrea.baran@eeoc.gov (e-mail)

DATE:
10/30/03

CHARGING PARTY:

/s/ George A. Trout
GEORGE A. TROUT

DATE: 10/30/03

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION**

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

LIBERAL R-II SCHOOL DISTRICT,

Defendant.

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Case No. 3:00CV05076 GAF

STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1)(ii), Fed.R.Civ.P., Plaintiff Equal Employment Opportunity Commission, (“the EEOC”), and Defendant Liberal R-II School District, by and through their attorneys, stipulate to the dismissal of the above-captioned action with prejudice as follows:

1. The parties have reached an agreement to compromise and settle all matters in controversy between them and have reduced their agreement to writing. A signed copy of the parties’ Settlement Agreement is attached hereto to be made a part of this Stipulation of Dismissal.
2. Each party will bear its own costs and attorneys’ fees.

Exhibit 1

Respectfully submitted,

Robert G. Johnson
Regional Attorney

Donna L. Harper
Supervisory Trial Attorney

Andrea G. Baran, #46520
Senior Trial Attorney
Equal Employment Opportunity Commission
Kansas City Area Office
Gateway Tower II
400 State Avenue, Suite 905
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***Attorneys for Plaintiff Equal Employment
Opportunity Commission***

TUETH, KEENEY, COOPER, MOHAN
& JACKSTADT, P.C.

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St. Louis, Missouri 63017
(636) 237-2600
(636) 237-2601 (facsimile)

Attorneys for Defendant Liberal R-II School District

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (hereinafter referred to as “Agreement”) is made by and between George Trout (hereinafter “Mr. Trout”), and the Liberal R-II School District (hereinafter “The District”).

WHEREAS, the EEOC has filed a lawsuit against the District in the U.S. District Court for the Western District of Missouri, Case No. 00-5076-CV-SW-GAF (hereinafter “the Action”), alleging a violation of the Age Discrimination in Employment Act of 1976, as amended, 29 U.S.C. Section 621 *et seq.* (hereinafter “the ADEA”) seeking redress on behalf of Mr. Trout; and

WHEREAS, the District has denied and continues to deny the allegations contained within the Action and the District has denied and continues to deny any and all liability, and has agreed to enter into this Agreement to avoid the expense, delay and burden of further litigation; and

WHEREAS, the Mr. Trout, and the District desire to settle, compromise and resolve all of the claims in the Action.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement, Mr. Trout, and the District do hereby agree to this Agreement and the terms set forth below.

Neither this Agreement nor any action taken hereunder is to be construed as an admission by the District or its Board of Education that it has violated the ADEA, any other law, executive order, rule or regulation. This Agreement shall not constitute an adjudication on the merits of this Action.

In addition to the gross sum of Thirty Thousand Dollars (\$30,000) which will be paid to Mr. Trout as part of a separate Settlement Agreement and Release entered into between the Equal Employment Opportunity Commission, Mr. Trout and the District, (of which this Agreement is an exhibit thereto), the District will pay to Mr. Trout the sum of Five Hundred Dollars (\$500.00) as

additional consideration for the agreements and promises made herein and for the purpose of obtaining legal advice concerning this Agreement. Mr. Trout agrees that if any taxes are ever assessed by any federal, state or local taxing authority concerning this payment, Trout shall be solely responsible for paying any taxes due by reason of this settlement herein, and agrees to hold the District harmless for any such tax liability that might ever be imposed.

In consideration of the additional payment referenced in the above paragraph, Mr. Trout hereby agrees and promises that he will not seek re-employment with the District at any time.

This Agreement shall be governed by and interpreted by the law of the State of Missouri to the extent not preempted by federal law.

By signing this Agreement, Mr. Trout acknowledges that he received this document on October 30, 2003; and that he is legally entitled, but not obligated, to consider this Agreement for twenty-one (21) days before executing this Agreement. The undersigned's execution of this Agreement constitutes an affirmative representation that he has fully considered this Agreement and waives any further time for consideration.

By signing this Agreement, Mr. Trout acknowledges that he may cancel this Agreement within seven (7) days after executing this Agreement. This Agreement shall be final and binding upon him, unless revoked by him within seven (7) days after the execution.

/s/ George A. Trout

GEORGE TROUT

DATE: 10-30-03

LIBERAL R-II SCHOOL DISTRICT

BY: /s/ Larry Fast

President
Liberal R-II School District
Board of Education

DATE: 10-17-03_____

BY: /s/ Wendy Rose

Secretary
Liberal R-II School District
Board of Education

DATE: 10/17/03_____